

CASE NO. CV19927151

DI FX

SUMMONS NO. 40720306

CLEVELAND, OHIO 44113

Case: 1:20-cv-00231-PMG Document 1-1 Filed: 02/03/20 PageID #: 7

Rule 4 (B) Ohio

Rules of Civil
Procedure

THINK MEDIA STUDIOS LLC
vs

RYAN FRANCIS GIRARD, ET AL

PLAINTIFF

DEFENDANT

SUMMONS

RYAN FRANCIS GIRARD
8008 CLYDESDALE DRIVE UNIT A
AUSTIN TX 78745

You have been named defendant in a sums complaint (copy attached hereto) filed in Cuyahoga County Court of Common Pleas, Cuyahoga County Justice Center, Cleveland, Ohio 44113, by the plaintiff named herein.

You are hereby summoned and required to answer the complaint within 28 days after service of this summons upon you, exclusive of the day of service.

Said answer is required to be served on Plaintiff's Attorney (Address denoted by arrow at left.)

Your answer must also be filed with the court within 3 days after service of said answer on plaintiff's attorney.

If you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

Said answer is required to be served on:



Plaintiff's Attorney

JAMES GRENDALL
5935 RIDGE RD.

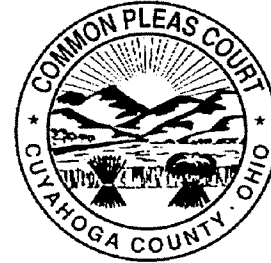
#400
CINCINNATI, OH 45213-0000

Case has been assigned to Judge:

JOSEPH D RUSSO
Do not contact judge. Judge's name is given for attorney's reference only.

NAILAH K. BYRD
Clerk of the Court of Common Pleas

By _____
Deputy

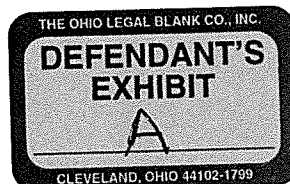


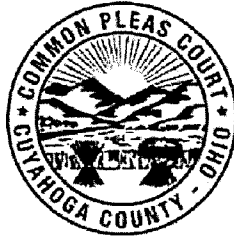
DATE SENT
Dec 31, 2019

COMPLAINT FILED 12/30/2019



SN130





NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed:
December 30, 2019 13:51

By: JAMES GRENDELL 0088098

Confirmation Nbr. 1903425

THINK MEDIA STUDIOS LLC

CV 19 927151

vs.

Judge: JOSEPH D. RUSSO

RYAN FRANCIS GIRARD, ET AL

Pages Filed: 14

IN THE CUYAHOGA COUNTY COURT OF COMMON PLEAS

THINK MEDIA STUDIOS LLC.
6140 Parkland Blvd #300, Mayfield
Heights, OH 44124

CASE NO:.

JUDGE:

Plaintiff,

COMPLAINT

Vs.

JURY DEMAND ENDORSED

Ryan Francis Girard
8008 Clydesdale Drive Unit A
Austin, Texas 78745

And

Synthetic Pictures
C/O registered Agent
JUSTIN L CORSBIE
501 N. IH 35 AUSTIN, TX 78702

COMPLAINT

Parties

1. Plaintiff Think Media Studios LLC (“Think Media”) is a duly authorized is Ohio domestic Limited Liability Company with its principal place of business in Mayfield Village, Ohio.
2. Defendant Ryan Francis Girard is a freelance video director and editor who currently resides in Austin, Texas.
3. Defendant Synthetic Pictures is a production company with offices in Los Angeles, Austin, and New York City.

4. Non-Party Flexjet a Delaware Limited Liability Company with its principal place of business in Richmond Heights, Ohio, who provides fractional ownership aircraft, leasing, and jet card services.

Jurisdiction and Venue

5. This Court has personal jurisdiction over the Defendants pursuant to R.C. 2307.382 (A)(1), (2), (3), (4), (6).
6. This Court has subject matter jurisdiction pursuant to R.C. 2305.01
7. Venue is proper in this Court because Cuyahoga County is where the defendant, Ryan Francis Girard, conducted the activity that gave rise to the claims for relief and it is where the intellectual property being converted by Defendant Synthetic Pictures is situated. Additionally, Cuyahoga County is the county in which all of the claims for relief have arisen.

Facts Common To All Counts

8. Ryan Francis Girard was a full-time employee of Think Media from July 6, 2015, until August 28, 2019.
9. Ryan Francis Girard was employed as a Director and was responsible for creating the visual and strategic storytelling for his assigned clients.
10. Flexjet is a client of Think Media that has engaged with Think Media for more than \$300,000 worth of business.
11. Ryan Francis Girard was assigned the Flexjet account when he was employed by Think Media.

12. When Ryan Francis Girard was leaving Think Media, he entered into an oral agreement with Think Media whereby Mr. Girard agreed not to compete with Think Media over pre-existing business clients and Think Media agreed to both refer business to Mr. Girard and use Mr. Girard as a subcontractor.
13. After Ryan Francis Girard quit his job at Think Media, Think Media continued to hire Mr. Girard as a sub-contractor for Flexjet projects and refer business to him.
14. While employed as a subcontractor for Think Media, Ryan Francis Girard contacted Flexjet and told them that requested a quote from Think Media to do a project for Flexjet and that Think Media was to cost-prohibitive for Flexjet to use.
15. Mr. Girard never actually contacted Think Media to quote out the Flexjet project and never told anyone at Think Media about the project.
16. After Ryan Francis Girard used his position as a subcontractor for Think Media to convince Flexjet that Think Media would be too expensive, he put together his own video production team and secured the Flexjet contract for himself.

Count One: Breach of Contract as to Ryan Francis Girard

17. Plaintiff restates and reincorporates each preceding paragraph as if fully rewritten herein.
18. Ryan Francis Girard and Think Media entered into a contract whereby Mr. Girard agreed not to compete with Think Media over pre-existing business clients and Think Media agreed to continue to refer business to Mr. Girard and continue to use Mr. Girard as a subcontractor.
19. Think Media performed the contract by continuing to hire Mr. Girard as a subcontractor for projects, including Flexjet projects, and referring business to him.

20. Ryan Francis Girard breached the contract by competing with Think Media for a project with Flexjet by soliciting business from a client whom he knew had a pre-existing relationship with Think Media.
21. As a result of Ryan Francis Girard's breach, Think Media lost the Flexjet project and has suffered damages to be proven at trial in excess of \$25,000.

Count Two: Tortious Interference with a Business Interest as to Ryan Francis Girard

22. Plaintiff restates and reincorporates each preceding paragraph as if fully rewritten herein.
23. Flexjet is a client of Think Media that has hired Think Media for more than \$300,000 worth of business.
24. As a former employee and independent contractor, Ryan Francis Girard knew of the relationship between Think Media and Flexjet.
25. Ryan Francis Girard intentionally and improperly acted to prevent a contract formation between Think Media and Flexjet when he lied to Flexjet and told them that he had priced out their contract with think Media and it would be too expensive when he had not, in fact, priced out the Think Media contract.
26. Ryan Francis Girard lacked privilege to provide false quotes on behalf of Think Media.
27. As a result of Ryan Francis Girard's tortious interference, Think Media lost the Flexjet project and has suffered damages to be proven at trial in excess of \$25,000.

Count Three: Conversion as to all Defendants

28. Plaintiff restates and reincorporates each preceding paragraph as if fully rewritten herein.

29. Think Media is the owner of the intellectual property and videos, referred to on Defendants websites as “Loctite what drives you,” “Flexjet above the view,” “NBA Cleveland Cavaliers,” “Flexjet Snow polo,” “Flexjet ISAIA,” “Mirroreye the future,” “Flexjet Jeffery Zakarian,” “Vitamix perfect blend,” “Kent Displays Boogie Board” and other videos on Ryan Francis Girard’s Vimeo page.
30. The Defendants have intentionally interfered with the Plaintiff’s personal property by using Think Media intellectual property to advertise their products on their websites and on Ryan Francis Girard’s Vimeo page.
31. Exhibits 1, 2, and 3, attached and incorporated by reference herein, show embedded videos owned by Think Media that the Defendants are using as advertising.
32. Defendants’ use of Think Media videos as advertising has deprived Think Media of possession or use of their intellectual property;
33. As a result of Ryan Francis Girard’s and Synthetic Pictures’ conversion of Think Media intellectual property, Think Media Studios has suffered damages to be proven at trial in excess of \$25,000.

Count Four: Unjust Enrichment as to all Defendants

34. Plaintiff restates and reincorporates each preceding paragraph as if fully rewritten herein.
35. Think Media is the owner of the intellectual property and videos, referred to on Defendants websites as “Loctite what drives you,” “Flexjet above the view,” “NBA Cleveland Cavaliers,” “Flexjet Snow polo,” “Flexjet ISAIA,” “Mirroreye the future,” “Flexjet Jeffery Zakarian,” “Vitamix perfect blend,” “Kent Displays Boogie Board” and other videos on Ryan Francis Girard’s Vimeo page.

36. Think Media has conferred a benefit upon the Defendants, because Defendants are using Think Media Studios intellectual property as advertising material.
37. The Defendants know that the videos they are using to advertise their services are owned by Think Media.
38. The Defendants' continued retention and use of the Think Media videos as advertisement under these circumstances constitutes unjust without compensation.

Count Five: Unfair Competition as to All Defendants

39. Plaintiff restates and reincorporates each preceding paragraph as if fully rewritten herein.
40. The Defendants have deceived the public with representations on their websites and Ryan Francis Girard's Vimeo account that represent Think Media's videos as those of the Defendants'.
41. As a result of the false representations of Think Media's intellectual property, Think Media has suffered damages to be proven at trial in excess of \$25,000.

Count Six: Deceptive Trade Practices as to all Defendants

42. Plaintiff restates and reincorporates each preceding paragraph as if fully rewritten herein.
43. The Defendants have passed off videos owned and created by Think Media as their own.
44. This behavior has caused a likelihood of confusion or misunderstanding as to the source and approval of these videos.
45. This has caused a likelihood of confusion or misunderstanding as to Defendants' affiliation or association with Think Media.

46. As a result of Ryan Francis Girard's and Synthetic Pictures' false representations of Think Media's intellectual property, Think Media has suffered damages to be proven at trial in excess of \$25,000.

Count Seven: Civil Conspiracy as to all Defendants

47. Plaintiff restates and reincorporates each preceding paragraph as if fully rewritten herein.
48. The Defendants acted together in a malicious combination to injure the Plaintiff's property by interfering with the Plaintiff's pre-existing contracts, misleading existing clients as to the price of work, and appropriating intellectual property owned by the Plaintiff.

Prayer for Relief

Wherefore, Plaintiff Think Media Studios prays that this Honorable Court grant a permanent injunction enjoining Defendants from using Think Media intellectual property; an order compelling the return of all of Think Media's intellectual property currently being held by the Defendants; damages to be proven at trial in excess of \$25,000.00; attorneys fees, and pre and post judgment interest, as well as any other award that this court deems just and fair.


Respectfully submitted,


James Grendell #0088098

/s/ James Grendell
#0088098
Linn & Grendell
5935 Ridge Rd. #400
Cincinnati, OH 45213
James@LinnGrendell.com
(513) 426-9443

JURY DEMAND

Plaintiff, by and through counsel, hereby demands a trial by jury on all issues so triable.


James Grendell #0088098

/s/ James Grendell
#0088098

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 30th day of December, 2019, a copy of the foregoing Complaint was delivered to the following parties by service by the clerk of Courts:

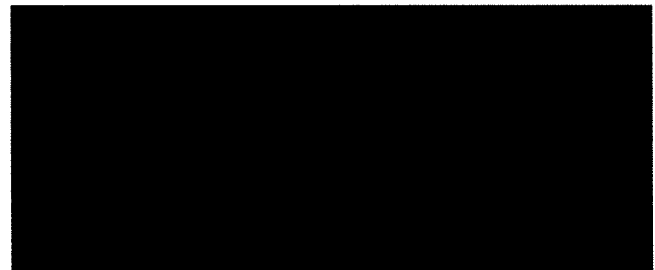
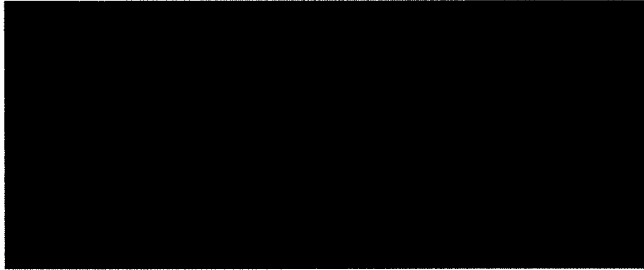
Ryan Francis Girard
8008 Clydesdale Drive Unit A
Austin, Texas 78745

Synthetic Pictures
C/O registered Agent JUSTIN L CORSBIE
501 N. IH 35 AUSTIN, TX 78702


James Grendell #0088098

/s/ James Grendell
#0088098

RYAN GIRARD



To view video details and credits, please visit the Vimeo links for more info.

Electronically Filed 12/30/2019 13:51 / / CV 19 927151 / Confirmation Nbr. 1903425 / CLJSZ

RYAN GIRARD

RYAN GIRARD | DIRECTOR & EDITOR

AUSTIN, TX (southwest)

CLE, OH (midwest)

SAY HELLO: ryanfgirard@gmail.com

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FlexJet | ISAIA

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Dir - Ryan Girard
DP - Kasey Drzazga
Edit - Keith Potoczak
Producer - Taylor Caruso
Production Company: Think Media Studios

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Language: English

Mature content filter: None

ABOUT

WORK

NEWS

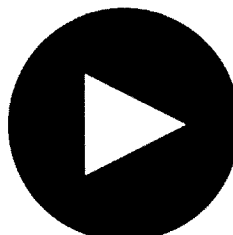
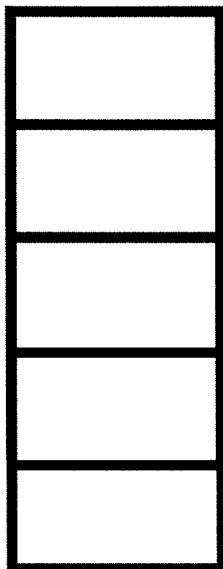
CONTACT

RYAN GIRARD

DIRECTOR

VISUAL STORYTELLING | DOCU-STYLE

DEMO REEL



commercials. branded content. filmed entertainment.
LOS ANGELES AUSTIN NEW YORK CITY



January 4, 2020

Dear Customer:

The following is the proof-of-delivery for tracking number **779340742456**.

Delivery Information:

Status:	Delivered	Delivered to:	Residence
Signed for by:	R.GIRAD	Delivery location:	8008 CLYDESDALE DR 787 AUSTIN, TX 78745
Service type:	FedEx Express Saver	Delivery date:	Jan 3, 2020 12:23
Special Handling:	Deliver Weekday Residential Delivery Direct Signature Required		



Shipping Information:

Tracking number:	779340742456	Ship date:	Dec 31, 2019
		Weight:	0.5 lbs/0.2 kg

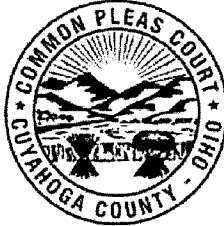
Recipient:
RYAN FRANCIS GIRARD
8008 CLYDESDALE DRIVE UNIT A
AUSTIN, TX 78745 US

Shipper:
CCoC
1200 Ontario
Cleveland, OH 44113 US

Reference
Invoice number

CV19927151
40720306

Thank you for choosing FedEx.



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

STIPULATION FOR LEAVE TO PLEAD
January 21, 2020 10:35

By: JASON T. HARTZELL 0092458

Confirmation Nbr. 1920871

THINK MEDIA STUDIOS LLC

CV 19 927151

vs.

Judge: JOSEPH D. RUSSO

RYAN FRANCIS GIRARD, ET AL

Pages Filed: 2

THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO
GENERAL DIVISION

THINK MEDIA STUDIOS, LLC,)	CASE NO.: CV-19-927151
)	
Plaintiff,)	JUDGE JOSEPH D. RUSSO
)	
vs.)	
)	<u>STIPULATED LEAVE TO</u>
RYAN FRANCIS GIRARD, <i>et al.</i> ,)	<u>PLEAD</u>
)	
Defendants.)	
)	

We, the attorneys for Defendant Ryan Francis Girard and Plaintiff Think Media Studios, LLC, respectively, pursuant to Loc.R. 8(C), do hereby stipulate that Mr. Girard be granted an additional 30 days, up to and including March 2, 2020 to move, plead or otherwise respond to Plaintiff's Complaint.

Mr. Girard has not been granted any previous extensions.

Respectfully submitted,

/s/ Jason T. Hartzell
MATTHEW B. ABENS (0075308)
DAVID L. HARVEY III (0080918)
JASON T. HARTZELL (0092458)
Harvey Abens Iosue Co., LPA
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Phone: (216) 651-0256
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mbabens@harvlaw.com
dvdharv@harvlaw.com
jhartzell@harvlaw.com

Counsel for Defendant

/s/ James Grendell (per e-mail consent)
JAMES GRENDALL (0088098)
Linn & Grendell
5935 Ridge Road, #400
Cincinnati, Ohio 45213
Phone: (513) 426-9443
James@LinnGrendell.com

Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of January, 2020, a copy of the foregoing *Stipulated Leave to Plead* was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's system.

/s/ Jason T. Hartzell
JASON T. HARTZELL (0092458)